

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM408123

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	1		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Move Sales, Inc.		11/28/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CINC Re Company LLC		
<b>Street Address:</b>	601 Riverside Avenue		
<b>City:</b>	Jacksonville		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	32204		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4182854	TIGERLEAD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3146127682		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	(314) 444-7600		
<b>Email:</b>	jgreenberg@lewisrice.com		
<b>Correspondent Name:</b>	John B. Greenberg		
<b>Address Line 1:</b>	600 Washington Avenue		
<b>Address Line 2:</b>	Suite 2500		
<b>Address Line 4:</b>	St. Louis, MISSOURI 63101		
<b>NAME OF SUBMITTER:</b>	John B. Greenberg, attorney		
<b>SIGNATURE:</b>	/John B. Greenberg/		
<b>DATE SIGNED:</b>	12/08/2016		
<b>Total Attachments: 5</b>			
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OP \$40.00 4182854



## **ASSIGNMENT AND ASSUMPTION AGREEMENT**

This Assignment and Assumption Agreement (this "Agreement"), dated as of November 28, 2016 by and between CINC Re Company LLC, a Delaware limited liability company ("Buyer") and Move Sales, Inc., a Delaware corporation ("Seller").

### **RECITALS**

WHEREAS, Buyer and Seller, along with Move, Inc., a Delaware corporation and sole stockholder of Seller, are concurrently with the execution of this Agreement, entering into an Asset Purchase Agreement, to be dated even herewith (the "APA"), pursuant to which Seller agreed to sell, transfer, assign, convey and deliver to Buyer, and Buyer agreed to purchase from Seller, all of Seller's right, title and interest in and to the Assets (as defined in the APA);

WHEREAS, pursuant to the APA, Buyer agreed to assume the Assumed Liabilities (as defined in the APA); and

WHEREAS, Buyer and Seller desire to document, and set forth the terms of, the sale, transfer, assignment, conveyance, and delivery of certain contracts and intangible assets included in the Assets and the assumption of the Assumed Liabilities.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions. Capitalized terms used but not defined herein shall have the meanings assigned to them in the APA.
2. Assignment of Assets. Effective as of the date of this Agreement, Seller hereby irrevocably sells, conveys, assigns, transfers and delivers to Buyer and its successors and assigns forever, free and clear of all Encumbrances, all of the right, title and interest to the intangible rights and intangible property of Seller used in the Seller Business, but excluding the Excluded Assets and the Encumbered Assets described on Exhibit A (the "Intangible Assets"), and Buyer and its successors and assigns hereby accept such sale, transfer, assignment, conveyance and delivery. Seller hereby irrevocably designates and appoints Buyer, and its duly authorized officers and agents, as Seller's agent and attorney in fact, with full power of substitution and which appointment is coupled with an interest, to act for and on behalf of Seller to execute, verify and file any documents and to do all other lawfully permitted acts to demand and receive any and all of the Intangible Assets, to give receipts and releases therefor, and from time to time to take any and all actions in Seller's name, for the benefit of Buyer, for the collection and/or reduction to possession of the Intangible Assets. Such powers of attorney are coupled with an interest and are irrevocable by Seller.
3. Assignment of Assigned Seller Contracts. Effective as of the date of this Agreement, Seller hereby irrevocably, assigns, conveys and transfers to Buyer all of Seller's right, title and interest in and to the Assigned Seller Contracts, and Buyer and its successors and assigns hereby accept such assignment, conveyance and transfer.
4. Assumption. Effective as of the date of this Agreement, Buyer hereby assumes and agrees to pay, perform and discharge when due, in accordance with the APA, all of the Assumed Liabilities. Except as set forth in the previous sentence, Buyer expressly does not, and will not be deemed to,

assume under this Agreement or otherwise by reason of the transactions contemplated hereby or by the APA, the Retained Liabilities or any other Liabilities of Seller of any nature whatsoever.

5. APA. This Agreement is made in accordance with and is subject to all the terms, representations, warranties, covenants, agreements and limitations set forth in the APA. The execution and delivery of this Agreement by the parties hereto shall not in any way limit the rights and obligations of the parties under the APA. In the event of any conflict between the terms of this Agreement and the APA, the APA shall control.
6. Third Parties. The assumption by Buyer of certain obligations of Seller as provided in Section 4 of this Agreement is not intended by the parties to expand the rights or remedies of any third party against Buyer or Seller, as the case may be, as compared to the rights and remedies which such third party would have had against Seller had Buyer not consummated the transactions contemplated by the APA. Nothing contained herein will, or should be construed to, prejudice the right of Buyer or Seller, as the case may be, to contest any claim or demand with respect to any litigation or liability assumed or not assumed, respectively, hereunder; and Buyer or Seller, as the case may be, will have all rights which Seller has or may have to defend or contest any such claim or demand.
7. Counterparts. This Agreement may be executed in counterpart signature pages executed and delivered via facsimile transmission or via email with scan or email attachment. Any such counterpart executed and delivered via facsimile transmission or via email with scan or email attachment will be deemed an original for all intents and purposes, and all such counterparts shall together constitute one and the same instrument.
8. Governing Law. This Agreement and any controversy related to or arising, directly or indirectly, out of, caused by or resulting from this Agreement will be governed by and construed under the laws of the State of California without regard to conflicts-of-laws principles that would require the application of any other law.
9. Jurisdiction; Service of Process. Any Proceeding arising out of or relating to this Agreement may be brought in a state or federal court of competent jurisdiction in Los Angeles, California, and each of the parties irrevocably submits to the exclusive jurisdiction of each such court in any such Proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court and agrees not to bring any Proceeding arising out of or relating to this Agreement in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and bargained agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this section may be served on any party anywhere in the world.
9. Further Assurances. The parties shall cooperate reasonably with each other and with their respective Representatives in connection with any steps required to be taken as part of their respective obligations under this Agreement, and shall: (a) furnish upon request to each other such further information; (b) execute and deliver to each other such other documents; and (c) do such other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this Agreement.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

**BUYER:**

CINC RE COMPANY LLC

By:  \_\_\_\_\_

Name: Michael L. Gravelle

Title: Executive Vice President, General Counsel  
and Corporate Secretary

[Signature Page to Assignment and Assumption Agreement]

**TRADEMARK**  
**REEL: 005942 FRAME: 0170**

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

**SELLER:**

MOVE SALES, INC.

DocuSigned by:  
*Luke Glass*  
By: \_\_\_\_\_  
Name: LUKE GLASS  
Title: EVP

[Signature Page to Assignment and Assumption Agreement]

**EXHIBIT A  
INTANGIBLE ASSETS**

Registered IP

Marks:

1. An application for the TIGERLEAD service mark was made to the USPTO 12/6/2011. The USPTO published the mark for opposition on May 15, 2012 and registered the mark on July 31, 2012 (U.S. Reg. No. 4,182,854).
2. A trademark application was also submitted in Canada for TIGERLEAD.

Common Law Trademarks

1. Trade name "TigerLead."
2. Logo that appears in the top navigation bar of the website located at [www.tigerlead.com](http://www.tigerlead.com).

Systems:

1. Systems:
2. Paws
3. Apex
4. AMQ
5. Fusion
6. WormHole
7. GeoCoder
8. Message Relay
9. Stripes
10. Listing Alerts
11. URL Shortener
12. FatCat
13. Clients Dataservice
14. Stork
15. Listing\_Search
16. MLS\_FTS\_Load
17. Trend service
18. Image Resizer